

# CITY OF NEWTON, MASSACHUSETTS

## PURCHASING DEPARTMENT

[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

Fax (617) 796-1227

February 28, 2012

## ADDENDUM #1

### INVITATION FOR BID #12-37

### NPS – SCHOOL BUS TRANSPORTATION SERVICES

THIS ADDENDUM IS TO: **Answer the following Questions from the Pre-Bid:**

Q1. Are you looking for new buses for the field trips and athletic events?

**A1. New buses are not mandatory. All buses provided for any field trips and athletic events must be no more than 8 years old and have less than 125,000 recorded miles at the time that service is provided.**

Q2. Will the 43 buses be for the regular use of buses?

**A2. Yes, these buses are primarily for the In-city and METCO regular routes. If scheduling allows they can also be used for field trips and athletic events.**

Q3. Are you putting GPS, cameras and seatbelts in the athletic buses?

**A3. GPS systems and seat belts are required in all buses used in our district. We are changing our bid language regarding cameras as follows: Cameras are to be installed in all six (6) of the METCO secondary buses with the purchase of 3 DVR systems to be installed to cameras on METCO secondary buses as directed (see new bid form attached). The transfer of any DVR system must take place within 24 hours of the NPS written request.**

Q4. Do you want 12 cameras for the METCO buses?

**A4. No, see A3 answer above.**

Q5. Do you want cameras in all METCO buses or maybe just add DVR's?

**A5. No, see A3 answer above explaining changes from original bid request. We are now asking for the supply and installation of six (6) cameras on METCO secondary buses with the purchase of three (3) DVR systems to be installed on METCO secondary buses as directed.**

Q6. On the Prevailing Wage Rate sheet it's noted that a school bus driver's hourly rate is \$24.58 vs. the union contract states the rate is \$25.44. Will all of the bus companies who bid on this contract know that the higher union rate prevails?

**A6. We have confirmed with the Massachusetts Executive Office of Labor and Workforce Development, Department of Labor Standards that the current State prevailing school bus driver hourly wage rate is \$24.58, which is the rate at the time of our advertising this invitation for bid and this rate will be in effect for the entire term of the contract.**

Q7. On the regular school routes, are they paid at 4 hours?

**A7. Yes, In-City bus per day rate is based on four (4) hours per day per bus.**

Q8. We didn't see anything for the METCO monitors for the buses. Are they returned to the city at the end of the day?

**A8. The awarded vendor is responsible to supply one bus to pick up and return all Monitors that work on the METCO buses.**

Q9. Is it possible to get a copy of the current contract and the cost of everything?

**A9. See attached Contracts C-2475 and C-2476. For pricing see attachment of #07-38 Bid Document on our website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) for IFB #12-37.**

Q10. Do you want a 5 year bond or is it renewable per year?

**A10. 50% of the estimated annual contract is to be obtained and remitted each year.**

Q11. Is it possible to see a typical October billing by the current bus provider?

**A11. No, however here is the October 2011 approximate expenses per category:  
NPS In-City buses (One of ten equal monthly payments) was \$189,000  
METCO buses (One of ten equal monthly payments) was \$ 70,380  
NPS field trips and athletic events was \$ 73,000  
The field tips and athletic events total for October was provided by the current vendor based on NPS billing. This total fluctuates on a monthly basis. .**

Q12. In the bid document, you are asking for references. Would it be possible to limit the reference verification to Massachusetts? See page 43, 3.2.

**A12. No, it is not possible to limit references to Massachusetts only.**

Q13. In the bid document, you are asking for accident reports per bus. Would it be possible to limit the accident reports to Massachusetts? See page 43, 3.2.

**A13. No, it is not possible to limit accident reports to Massachusetts only.**

Q14. Does DTE provide reports on school buses as your bid states?

**A14. No, this was not correct on the original bid. Copies of the Registry of Motor Vehicles Inspections reports must be provided from the Vendor upon request.**

Q15. On page 5, 3.4, asks for the price to be put in words and numbers. There is only space available for the numbers, not the words. How should we handle this request?

**A15. This was an omission on the original Bid Price Response Form. A revised form is attached to Addendum #01.**

Q16. Is there any set up for late bus runs for METCO?

**A16. Yes, there are regularly scheduled late METCO runs which are identified in Appendix C.**

Q17. On page 20, letters B and C. Is there a form to be completed for MWBE?

**A17. No.**

Q18. What is the school's decision on excise taxes for the buses?

**A18. It is understood that any excise taxes related to this contract will be due and payable to the town or city where the buses are housed. This has no bearing on the award**

Q19. On page 23, Section VII, is there a space to record the MWBE statement?

**A19. No.**

Q20. Are there any summer runs required in this bid?

**A20. No.**

Q21. Are you still doing any busing as part of your after school program?

**A21. Yes, but on a limited schedule. Currently any after school program receiving bus transportation lies within the same school's district.**

Q22. When the bid is done, how long will it take before you award the contract, taking into account the school committee must vote on the award?

**A22. No, the School Committee does not vote on the award. The Chief procurement Officer recommends the award to the City Mayor. Once all documents are collected, signed and returned to the City by the awarded vendor, the contract will be executed. This is a time sensitive award and will be executed as quickly as possible.**

Q23. Was the pre-bidder's meeting mandatory?

**A23. No.**

Q24. Are the potential bidders aware that First Student has an agreement in place with the International Brotherhood of Teamsters, Local 25, for our driver work force?

**A24. Yes, as all bidders are required to acknowledge that they have read this addendum. First Student is the current vendor who holds this contract through June 30, 2012.**

Q25. Are the potential bidders aware that the hours **paid** to the drivers are actually higher than what the actual driven route hours would normally be, per the Arbitrated Settlement between First Student and the Teamsters?

a. The hours PAID to the drivers, on an Average of all 28 Newton routes are: 895.59 hours.

b. The hours PAID to the drivers, on an Average of all 10 METCO routes are: 373.14 hours.

**A25. Please be aware that the current vendor who holds this contract both asked this question and provided the data in a. and b. Newton Public Schools has not verified this information.**

Q26. Does the School Department/Purchasing Department realize that the Prevailing Wage Rate listed from the State, for the Newton School Transportation Bid, which was listed at \$24.58 per hour, per driver is INCORRECT. The "Overriding" Prevailing Wage rate should be the wage rate negotiated in the Current Labor Agreement in place with The International Brotherhood of Teamsters, Local 25, which for the Year 2012-2013 will be \$25.44 per hour, per driver.

**A26. No, the State Prevailing Wage Rate is correctly listed as \$24.58. Please refer to A6 for additional information.**

Q27. We are requesting for the current transportation contracts.

**A27. See attached Contracts C-2475 and C-2476.**

Q28. We are requesting 1 months billing (October) Newton/METCO.

**A28. Please refer to answer A11.**

All other terms and conditions of this bid remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.**

Thank you.

*Purchasing Department*

**REVISED BID FORM #12-37 CATEGORY A – IN-CITY**

**CITY OF NEWTON  
DEPARTMENT OF PURCHASING  
BID FORM #12-37  
CATEGORY A – IN-CITY**

**TO THE AWARDING AUTHORITY:**

- A.** The undersigned proposes to furnish all labor and materials required for School Bus Transportation for the Newton Public School system for the contract price specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

**Supply and Delivery of School Bus Transportation Services**

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

- B.** This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.
- C.** Contractor must provide a firm fixed price for the items below.
- D.** Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the low responsible bidder.

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days

**CATEGORY A - NEWTON IN-CITY TRANSPORTATION  
FIELD TRIPS AND ATHLETIC EVENTS**

Cat. A Line #	Description	Unit Cost per day	Est. Qty.	Sub-Total Daily Cost	Est. Qty. Days per Yr.	Total Annual Cost
Line 1	77 Passenger Yellow Bus Per-Day Rate x 28 buses x 180 days per yr	\$ _____	28	\$ _____	180	\$ _____

Sub-total Line I per year multiply x five (5) years: \$ \_\_\_\_\_

Cat.A Line #	Description	Unit Cost per hour	Est. Qty.	Total Annual Cost
Line 1I	Rate-Per-Hour for Overtime @ 10 hours per year	\$ _____	10	\$ _____

Sub-total Line II per year multiply x five (5) years: \$ \_\_\_\_\_

Cat.A Line #	Description	Unit Cost per flat day rate	Est. Qty.	Total Annual Cost
Line 1IIa	Field Trips and Athletic Events Newton In-City: 4- hour minimum	\$ _____	225 Trips	\$ _____

Sub-total Line 1IIa per year multiply x five (5) years: \$ \_\_\_\_\_

Cat.A Line #	Description	Unit Cost per flat day rate	Est. Qty.	Total Annual Cost
Line 1IIb	Field Trips and Athletic Events Outside Newton: 4- hour minimum	\$ _____	1,000 Trips	\$ _____

Sub-total Line 1IIb per year multiply x five (5) years: \$ \_\_\_\_\_

Cat.A Line #	Description	Unit Cost per hourly rate	Est. Qty.	Total Annual Cost
Line 1IIc	Field Trips and Athletic Events Hourly Rate: Over 4- hours	\$ _____	1,000 Hrs	\$ _____

Sub-total Line 1IIc per year multiply x five (5) years: \$ \_\_\_\_\_

#### CATEGORY A - NEWTON IN-CITY TOTAL CONTRACT PRICE

Grand Total Category A (add lines I, II, 1IIa, 1IIb, 1IIc per yr x five (5) yrs: \$ \_\_\_\_\_

Grand Total i(see above) n words

Base Price for Fuel: \$ \_\_\_\_\_ per gallon. Proof required with bid.

E. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Signed Bid Form, One (1) ORIGINAL bid and three (3) COPIES, 6 pages

- Certificate of Non-Collusion, 1 page
- Proof of Base Fuel Price, Section 1.8
- Bid Surety Deposit, Section 2.1
- Company Resume/History, Sections 3.1 and 3.2
- Certified Audited Financial Statement, Section 3.3

**F.** The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_

(Name of Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_

(Printed Name and Title of Signatory)

\_\_\_\_\_

(Business Address)

\_\_\_\_\_

(City, State Zip)

\_\_\_\_\_

(Telephone & FAX)

\_\_\_\_\_

(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

**REVISED BID FORM #12-37 CATEGORY B – METCO****CITY OF NEWTON  
DEPARTMENT OF PURCHASING  
BID FORM #12-37  
CATEGORY B - METCO****TO THE AWARDING AUTHORITY:**

- A.** The undersigned proposes to furnish all labor and materials required for School Bus Transportation for the Newton Public School system for the contract price specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

**Supply and Delivery of School Bus Transportation Services**

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

- B.** This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.
- C.** Contractor must provide a firm fixed price for the items below.
- D.** Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the low responsible bidder.

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days  
Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days  
Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days

**CATEGORY B - NEWTON METCO TRANSPORTATION****BASE BID**

Cat. B Line #	Description	Unit Cost per day	Est. Qty.	Sub-Total Daily Cost	Est. Qty. Days per Yr.	Total Annual Cost
<b>Line Ia</b>	<b>77 Passenger Yellow Bus Per-Day Rate x 5 buses @ 5 hrs x 180 days per yr</b>	\$ _____	<b>5</b>	\$ _____	<b>180</b>	\$ _____

**Sub-total Line Ia per year multiply x five (5) years: \$ \_\_\_\_\_**

Cat. B Line #	Description	Unit Cost per day	Est. Qty.	Sub-Total Daily Cost	Est. Qty. Days per Yr.	Total Annual Cost
<b>Line Ib</b>	<b>77 Passenger Yellow Bus Per-Day Rate x 6 buses @ 6 hrs x 180 days per yr</b>	\$ _____	<b>6</b>	\$ _____	<b>180</b>	\$ _____

**Sub-total Line Ib per year multiply x five (5) years: \$ \_\_\_\_\_**

Cat. B Line #	Description	Unit Cost per hour	Est. Qty.	Total Annual Cost
<b>Line II</b>	<b>Rate-Per-Hour for Overtime @ 10 hours per year</b>	\$ _____	<b>10</b>	\$ _____

Sub-total Line II per year multiply x five (5) years: \$ \_\_\_\_\_

**CATEGORY B – METCO BASE BID TOTAL CONTRACT PRICE:**

**Total Category B Base Bid (add lines Ia, Ib, II per yr x five (5) yrs: \$ \_\_\_\_\_**

**BASE BID LINE III**

Cat. B Line #	Description	Unit Cost	Est. Qty.	Total Annual Cost	Approved Equal
<b>Line III – Base</b>	<b>Supply, Installation, Maintnenance and Monitoring of inside digital camera Seon Trouper FG4 160 GB hard drive day/night camera with audio OR approved equal.</b>	\$ _____	<b>3</b>	\$ _____	<b>Approved equal brand, model #. catalog page # (attach specs)</b>

Sub-total Line III Base Bid per year multiply x five (5) years: \$ \_\_\_\_\_

**CATEGORY B – METCO BASE BID TOTAL CONTRACT PRICE:**

**Grand Total Cat B Base Bid (add lines Ia, Ib, II and III base per yr x five (5) yrs:  
\$ \_\_\_\_\_**

**Grand Total in words \_\_\_\_\_**

**ALTERNATE 1 LINE III:**

Cat. B Line #	Description	Unit Cost	Est. Qty.	Total Annual Cost	Approved Equal
<b>Line III – Alternate 1</b>	<b>Supply, Installation, Maintnenance and Monitoring of inside digital camera Seon Trouper FG4 160 GB hard drive day/night camera with audio OR approved equal.</b>	\$ _____	<b>3</b>	\$ _____	<b>Approved equal brand, model #. catalog page # (attach specs)</b>

Sub-total Line III Alternate 1 Bid per year multiply x five (5) years: \$\_\_\_\_\_

Base Price for Fuel: \$ \_\_\_\_\_ per gallon. Proof required with bid.

Grand Total Cat B Base Bid plus Alternate 1 per yr x five (5) yrs: \$\_\_\_\_\_

Grand Total (see above) in words  
\_\_\_\_\_

E. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Signed Bid Form, One (1) ORIGINAL bid and three (3) COPIES, 6 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Proof of Base Fuel Price, Section 1.8
- ☐ Bid Surety Deposit, Section 2.1
- ☐ Company Resume/History, Sections 3.1 and 3.2
- ☐ Certified Audited Financial Statement, Section 3.3

F. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_  
(Telephone & FAX)

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(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

# PURCHASING

## CITY OF NEWTON PURCHASING DEPARTMENT

CONTRACT NO. C-2475

### NEWTON IN-CITY SCHOOL BUS TRANSPORTATION Category A- In-city transportation, field trips and athletic events

This Agreement is entered into by and between:

Laidlaw Transit, Inc.  
Attn: Gene Kowalczewski  
45 Anderson Road  
Buffalo, New York 14225  
716-897-5700 ext. 501  
716-892-1220

(hereinafter the "Contractor") and the City of Newton, a municipal corporation acting by and through its Chief Procurement Officer, but without personal liability to her (hereafter the "City" or "Newton Public Schools" or "NPS"); collectively, the "parties".

In consideration of the mutual promises contained herein, the City and the Contractor agrees as follows:

#### 1. Incorporated of Attached Documents

The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

- City of Newton, Purchasing Department, Invitation for Bid No. 07-38, dated November 30, 2006, issued by Re Cappoli, *Chief Procurement Officer*; (hereinafter, "Bid Invitation" or "Specifications", as applicable);
- Addendum No 1, dated December 11, 2006, issued by Re Cappoli, *Chief Procurement Officer*
- Bid of Laidlaw Transit, Inc. submitted on December 14, 2006 and signed by Gene Kowalczewski (hereinafter "Contractor's Bid");

#### 2. Scope of Work

The purpose of this Agreement is to provide school bus transportation as may be required by the Newton Public Schools to provide "In-City" transportation in addition to Field Trips and Athletic Events as further provided in the Specifications.

#### 3. Term of Agreement

The initial term of this Agreement shall extend for three years, from July 1, 2007 through June 30, 2010, subject to annual appropriation and availability of funding for each successive fiscal year. The City shall have the option to renew for one (1) additional two (2) year term which shall commence on July 1, 2010 and extend through June 30, 2012. The option to renew shall be exercised in writing no later than thirty (30) days prior to the expiration of the initial contract term. The City shall retain sole discretion in the exercise of the option to renew.

#### 4. Termination for Cause:

If through any cause at any time during the term of this Agreement the Contractor fails to comply with the requirements of this Agreement or otherwise fails to perform this Agreement in accordance with all of its terms and provisions, and if the City gives written notice of such failure to the Contractor, and if the matter complained of remains uncorrected forty-eight (48) hours after such written notice the City may, at its election at any time thereafter, terminate this Agreement by written notice thereof to the Contractor. In any such case, the notice terminating the Agreement shall state the reasons for such termination and shall specify the effective date of such termination and this Agreement shall terminate upon the date specified. Such termination shall not prejudice or waive any rights of action which the City may have against the Contractor

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City- Contractor Agreement - C-2475 - Laidlaw Transit, Inc.  
Invitation For Bid #07-38 - NPS - School Bus Transportation - Category A- In-city trans, field trips, and athletic events

occasion of the City to pursue any of its remedies or exercise any of its rights under this Agreement does not constitute a waiver of such rights or remedies.

The Contractor shall be liable to the City for the amount which the City may be required to pay for labor and equipment to obtain the services provided for in this Agreement during the remainder of the period covered by this Agreement, over and above the amount that would have been paid to the Contractor for the performance of the work during said period, and for all damages which the City incurs as a result of said termination of this Agreement. The City shall not be liable for any losses or expenses incurred by the Contractor as a result of a termination for cause.

#### 5. Payment Procedures

Payment to the Contractor shall be at the rates as stated in Newton In-City Transportation, Section I, Bus-Per-Day Rate; and Section II, Field Trips and Athletic Events of the Contractor's Bid.

Payment for Overtime shall be made in accordance with the provisions of Paragraph 11.3 of the Specifications and at the rates as stated in Section III, Rate-Per-Hour for Overtime of the Contractor's Bid for Newton In-City Transportation.

#### 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

#### 7. Non-assignability

Neither party may assign this Agreement, in whole or in part, without the written consent of the other party.

IN WITNESS WHEREOF, the parties have set their hands and seals to this and four like originals.

CONTRACTOR

Laidlaw Transit, Inc.

CITY OF NEWTON

By Gene Kowalczewski  
Title Vice President of Operations

Date February 16, 2007

Affix Corporate Seal Here

By [Signature]  
Chief Procurement Officer

Date March 16, 2007

By Dori Zaleznick  
School Department

Date \_\_\_\_\_

FY 08 FUNDS WILL BE AVAILABLE  
ON JULY 1, 2007

Approved as to Legal Form and Character

I further certify that the Mayor is  
authorized to execute contracts and  
approve change orders

[Signature]  
Comptroller of Accounts

Date \_\_\_\_\_

[Signature]  
Assistant City Solicitor

Date March 23, 2007

CONTRACT AND BONDS APPROVED

[Signature]  
David B. Cohen, MAYOR

Date 3/26/07

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of Laidlaw Transit, Inc.  
(insert full name of Corporation)
2. corporation; and that EUGENE A. KOWALCZEWSKI  
(insert the name of officer who signed the contract and bonds.)
3. is the duly elected Area Vice President  
(insert the title of the officer in line 2)
4. of said corporation, and that on FEBRUARY 21, 2006 by Unanimous Written  
(insert a date that is ON OR BEFORE the date the officer signed the contract and bonds.)
- Consent of the Directors of Laidlaw Transit Inc.  
at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or  
waived notice, it was voted that:

5. EUGENE A. KOWALCZEWSKI the Area Vice President  
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: [Signature] AFFIX CORPORATE  
(Signature of Clerk or Secretary)\* SEAL HERE
7. Name: BEVERLY A. WYCKOFF  
(Please print or type name in line 6)\*
8. Date: FEB 16, 2007  
(insert a date that is ON OR AFTER the date the officer signed the contract and bonds.)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID MW CHMAT-4	DATE (MM/DD/YYYY) 02/16/07
PRODUCER  MIMS INTERNATIONAL, LTD. 901 DULANEY VALLEY RD # 610 TOWSON MD 21204 Phone: 410-296-1500 Fax: 410-296-1741		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  LAIDLAW TRANSIT, INC. 66 R Cambridge Street Charlestown, MA 02129		INSURERS AFFORDING COVERAGE INSURER A: NATIONAL UNION FIRE INS CO INSURER B: AMERICAN HOME ASSURANCE CO INSURER C: GRANITE STATE INSURANCE CO. INSURER D: ILLINOIS NATIONAL INS. CO. INSURER E:	NAIC # 19445 19380 23809 23817

#### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	ADDL NSRO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOG	GL1738130	09/01/06	09/01/07	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA9799193	09/01/06	09/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC1166511	09/01/06	09/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
D		UMBRELLA FORM	BE4485544	09/01/06	09/01/07	EACH OCC. \$5,000,000 AGGREGATE \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 ABUSE AND MOLESTATION ARE INCLUDED UNDER THE GENERAL LIABILITY POLICY.  
 HOLD HARMLESS INDEMNIFICATION AGREEMENT APPLIES AS PER CONTRACT SPECIFICATIONS. CITY OF NEWTON IS NAMED AS ADDITIONAL INSURED.

#### CERTIFICATE HOLDER

CITY OF NEWTON  
 1000 COMMONWEALTH AVENUE  
 NEWTON, MA 02459-1499

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
 FELICIA M. BUSCEMI

ACORD 25 (2001/08)

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### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

BOND #5023323

Know All Men By These Presents:

That we, LIDLAW TRANSIT, INC., as PRINCIPAL, and BOND SAFEGUARD INSURANCE COMPANY as SURETY, are jointly and severally bound unto the City of Newton as Obligees, in the sum of ~~Three Million Three Hundred Eighty Seven and 50/100~~ Thousand Four Hundred Forty-Seven and 50/100 Dollars (\$ 3,367,447.50 ) to be paid to the Obligees, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligees, bearing the date 1st of July 20 07, for the construction of Contract #C-2475, In-City, Field Trips in Newton, Massachusetts  
(Project Title) and Athletic Transportation

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this 16 day of February, 20 07.

PRINCIPAL

LIDLAW TRANSIT, INC.

BY

(SEAL)

Gene Kowalczycki

Vice President of Operations

(Title)

SURETY

BOND SAFEGUARD INSURANCE COMPANY

BY

Felicia M. Buscemi (ATTORNEY-IN-FACT) (SEAL)

Felicia M. Buscemi

ATTEST:

Dawn Tighe  
Dawn Tighe

ATTEST:

M. Winstead  
Marianne Winstead

CITY OF NEWTON, MASSACHUSETTS

PERFORMANCE BOND

Know All Men By These Presents:

BOND #5023323

That we, LAILAW TRANSIT, INC., as PRINCIPAL, and BOND SAFEGUARD INSURANCE CO., as SURETY, are held and firmly bound unto the City of Newton as Oblige, in the sum of Three Million Three Hundred Sixty Seven Thousand Four Hundred Forty Seven and 50/100ths (\$3,367,447.50) to be paid to the Oblige, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Oblige, bearing the date of July 1, 20 07, for the construction of Contract #C-2475, In-City, Field Trips and Athletic Transportation (Project Title) in Newton, Massachusetts.

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Oblige, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Oblige terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Oblige, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this 16th day of February, 20 07.

PRINCIPAL

SURETY

LAILAW TRANSIT, INC.

BOND SAFEGUARD INSURANCE COMPANY

BY Gene Kowalczewski  
(SEAL)

BY Felicia M. Buscemi  
(ATTORNEY-IN-FACT) (SEAL)  
Felicia M. Buscemi

Vice President of Operations  
(Title)

ATTEST: Dawn Tighe  
Dawn Tighe

ATTEST: M. Winstead  
Marianne Winstead

AO 46113

**POWER OF ATTORNEY**  
**Bond Safeguard** INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: Richard C. Goff, Mary Claire Goff, Felicia M. Buscemi

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surely, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$1,000,000.00, One Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7<sup>th</sup> day of November, 2001.

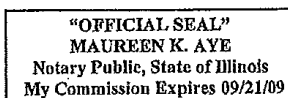


**BOND SAFEGUARD INSURANCE COMPANY**

BY   
David E. Campbell  
President

**ACKNOWLEDGEMENT**

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Maureen K. Aye  
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 16th Day of February, 20 07



Donald D. Buchanan  
Secretary

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YY) 10/19/2011	
PRODUCER <b>TALMAN, JOHNSON &amp; WALL INSURANCE AGENCY, INC.</b> 340 MAIN STREET, SUITE 214 WORCESTER, MA 01608		Serial # 101668		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED <b>OSTROW ELECTRICAL COMPANY, INC., ETAL</b> 9 MASON STREET WORCESTER, MA 01609		PROJECT #		INSURERS AFFORDING COVERAGE		NAIC#	
				INSURER A: STARR INDEMNITY & LIABILITY COMPANY			
				INSURER B: HARLEYSVILLE INSURANCE COMPANY			
				INSURER C: NORTH RIVER INSURANCE COMPANY			
				INSURER D: ASSOCIATED INDUSTRIES OF MASS. MUTUAL			
				INSURER E:			
<b>COVERAGES</b>							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	1	GENERAL LIABILITY	WCSICON30029111	11/1/2011	11/1/2012	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 25,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000		
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
B	1	AUTOMOBILE LIABILITY	BA00000071317G	11/1/2011	11/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
GARAGE LIABILITY							
<input type="checkbox"/> ANY AUTO							
C	1	EXCESS/UMBRELLA LIABILITY	553-094648-1	11/1/2011	11/1/2012	EACH OCCURRENCE	\$ 14,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 28,000,000
		<input type="checkbox"/> DEDUCTIBLE					
		<input checked="" type="checkbox"/> RETENTION \$ 0					
D	1	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WRZ8003957012011	11/1/2011	11/1/2012	<input checked="" type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				EL EACH ACCIDENT	\$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				EL DISEASE - EA EMPLOYEE	\$ 500,000
		OTHER				EL DISEASE - POLICY LIMIT	\$ 500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS							
CONTRACT# C-2926 - SUPPLY, DELIVER & INSTALL CCTV SYSTEMS AT NEWTON NORTH & NEWTON SOUTH HIGH SCHOOLS (IFB# 11-50)							
THE CITY OF NEWTON IS AN ADDITIONAL INSURED WITH RESPECT TO COMMERCIAL GENERAL LIABILITY TO THE EXTENT PROVIDED BY FORM CG2010(11/85) IF REQUIRED BY WRITTEN CONTRACT							
CERTIFICATE HOLDER				CANCELLATION			
CITY OF NEWTON PURCHASING DEPARTMENT 1000 COMMONWEALTH AVENUE NEWTON CENTRE, MA 02459-1449 ATT: ROSITHA DURHAM				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
				AUTHORIZED REPRESENTATIVE <i>[Signature]</i>			

ACORD 25 (2001/08)

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# PURCHASING

## CITY OF NEWTON PURCHASING DEPARTMENT

CONTRACT NO. C-2476

### NEWTON IN-CITY SCHOOL BUS TRANSPORTATION Category B- Newton METCO transportation

This Agreement is entered into by and between:

Laidlaw Transit, Inc.  
Attn: Gene Kowalczewski  
45 Anderson Road  
Buffalo, New York 14225  
716-897-5700 ext. 501  
716-892-1220

(hereinafter the "Contractor") and the City of Newton, a municipal corporation acting by and through its Chief Procurement Officer, but without personal liability to her (hereafter the "City" or "Newton Public Schools" or "NPS"); collectively, the "parties".

In consideration of the mutual promises contained herein, the City and the Contractor agrees as follows:

#### 1. Incorporated of Attached Documents

The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

- City of Newton, Purchasing Department, Invitation for Bid No. 07-38, dated November 30, 2006, issued by Re Cappoli, *Chief Procurement Officer*; (hereinafter, "Bid Invitation" or "Specifications", as applicable);
- Addendum No 1, dated December 11, 2006, issued by Re Cappoli, *Chief Procurement Officer*.
- Bid of Laidlaw Transit, Inc. submitted on December 14, 2006 and signed by Gene Kowalczewski (hereinafter "Contractor's Bid");

#### 2. Scope of Work

The purpose of this Agreement is to provide school bus transportation as may be required by the Newton Public Schools to provide Newton METCO transportation as further provided in the Specifications.

#### 3. Term of Agreement

The initial term of this Agreement shall extend for three years, from July 1, 2007 through June 30, 2010, subject to annual appropriation and availability of funding for each successive fiscal year. The City shall have the option to renew for one (1) additional two (2) year term which shall commence on July 1, 2010 and extend through June 30, 2012. The option to renew shall be exercised in writing no later than thirty (30) days prior to the expiration of the initial contract term. The City shall retain sole discretion in the exercise of the option to renew.

#### 4. Termination for Cause:

If through any cause at any time during the term of this Agreement the Contractor fails to comply with the requirements of this Agreement or otherwise fails to perform this Agreement in accordance with all of its terms and provisions, and if the City gives written notice of such failure to the Contractor, and if the matter complained of remains uncorrected forty-eight (48) hours after such written notice the City may, at its election at any time thereafter, terminate this Agreement by written notice thereof to the Contractor. In any such case, the notice terminating the Agreement shall state the reasons for such termination and shall specify the effective date of such termination and this Agreement shall terminate upon the date specified. Such termination shall not prejudice or waive any rights of action which the City may have against the Contractor because of any default or failure in performance of this Agreement up to the date of such termination. Failure on a particular

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City- Contractor Agreement - C-2476 - Laidlaw Transit, Inc.  
Invitation For Bid #07-38 - NPS - School Bus Transportation - Category B - Newton METCO transportation

because of any default or failure in performance of this Agreement up to the date of such termination. Failure on a particular occasion of the City to pursue any of its remedies or exercise any of its rights under this Agreement does not constitute a waiver of such rights or remedies.

The Contractor shall be liable to the City for the amount which the City may be required to pay for labor and equipment to obtain the services provided for in this Agreement during the remainder of the period covered by this Agreement, over and above the amount that would have been paid to the Contractor for the performance of the work during said period, and for all damages which the City incurs as a result of said termination of this Agreement. The City shall not be liable for any losses or expenses incurred by the Contractor as a result of a termination for cause.

##### 5. Payment Procedures

Payment to the Contractor shall be at the rates as stated in **Newton In-City Transportation**, Section I, Bus-Per-Day Rate; and Section II, Field Trips and Athletic Events of the Contractor's Bid.

Payment for Overtime shall be made in accordance with the provisions of Paragraph 11.3 of the Specifications and at the rates as stated in Section III, Rate-Per-Hour for Overtime of the Contractor's Bid for **Newton In-City Transportation**.

##### 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

##### 7. Non-assignability

Neither party may assign this Agreement, in whole or in part, without the written consent of the other party.

IN WITNESS WHEREOF, the parties have set their hands and seals to this and four like originals.

##### **CONTRACTOR**

*Laidlaw Transit, Inc.*

By Gene Kowalczewski  
Title Vice President of Operations

Date February 16, 2007

*Affix Corporate Seal Here*

FY 08 FUNDS WILL BE AVAILABLE  
ON JULY 1, 2007

I further certify that the Mayor is  
authorized to execute contracts and  
approve change orders

Comptroller of Accounts

Date \_\_\_\_\_

##### **CITY OF NEWTON**

By [Signature]  
Chief Procurement Officer

Date March 14, 2007

By [Signature]  
School Department

Date \_\_\_\_\_

Approved as to Legal Form and Character

[Signature]  
Assistant City Solicitor

Date March 23, 2007

CONTRACT AND BONDS APPROVED

[Signature]  
David B. Cohen, MAYOR

Date 3/23/07

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of Laidlaw Transit, Inc.  
(insert full name of Corporation)
2. corporation; and that EUGENE A. KOWALCZEWSKI  
(insert the name of officer who signed the contract and bonds.)
3. is the duly elected Area Vice President  
(insert the title of the officer in line 2)
4. of said corporation, and that on FEBRUARY 21, 2006 by Unanimous Written  
(insert a date that is ON OR BEFORE the date the officer signed the contract and bonds.)

Consent of the Directors of Laidlaw Transit, Inc.  
at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or  
waived notice, it was voted that:

5. EUGENE A. KOWALCZEWSKI the Area Vice President  
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below:

6. ATTEST: \_\_\_\_\_ AFFIX CORPORATE  
(Signature of Clerk or Secretary)\* SEAL HERE
7. Name: BEVERLY A. WYCKOFF  
(Please print or type name in line 6)\*
8. Date: 2/16/07  
(insert a date that is ON OR AFTER the date the officer signed the contract and bonds.)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID MW CHMAT-4	DATE (MM/DD/YYYY) 02/16/07
PRODUCER MIMS INTERNATIONAL, LTD. 901 DULANEY VALLEY RD # 610 TOWSON MD 21204 Phone: 410-296-1500 Fax: 410-296-1741		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  LAIDLAW TRANSIT, INC. 66 R Cambridge Street Charlestown, MA 02129		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: NATIONAL UNION FIRE INS CO	19445
		INSURER B: AMERICAN HOME ASSURANCE CO	19380
		INSURER C: GRANITE STATE INSURANCE CO.	23809
		INSURER D: ILLINOIS NATIONAL INS. CO.	23817
		INSURER E:	

COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GL1738130	09/01/06	09/01/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 5,000,000 \$ 1,000,000 \$ 50,000 \$ 5,000,000 \$ 10,000,000 \$ 5,000,000
B	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA9799193	09/01/06	09/01/07	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 5,000,000 \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC1166511	09/01/06	09/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ 5,000,000 \$ 5,000,000 \$ 5,000,000
D		UMBRELLA FORM	BE4485544	09/01/06	09/01/07	EACH OCC. AGGREGATE	\$5,000,000 \$5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS ABUSE AND MOLESTATION ARE INCLUDED UNDER THE GENERAL LIABILITY POLICY. HOLD HARMLESS INDEMNIFICATION AGREEMENT APPLIES AS PER CONTRACT SPECIFICATIONS. CITY OF NEWTON IS NAMED AS ADDITIONAL INSURED.							

<b>CERTIFICATE HOLDER</b>  CITY OF NEWTON 1000 COMMONWEALTH AVENUE NEWTON, MA 02459-1499	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE FELICIA M. BUSCEMI
--	--

ACORD 25 (2001/08)

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### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

BOND #5023324

That we, LIDLAW TRANSIT, INC., as PRINCIPAL, and BOND SAFEGUARD INSURANCE COMPANY, as SURETY, are held and firmly bound unto the City of Newton as Oblige, in the sum of One Million Twenty Three Thousand dollars (\$ 1,023,300.00) to be paid to the Oblige, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Oblige, bearing the date 1st of July 20 07, for the construction of Contract #C-2476, Newton METCO Transportation Newton, Massachusetts  
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this 16 day of February, 20 07.

PRINCIPAL

LIDLAW TRANSIT, INC.  
BY Gene Kowalczewski  
(SEAL) Vice President Of Operations  
(Title)

SURETY

BOND SAFEGUARD INSURANCE COMPANY  
BY Felicia M. Buscemi  
(ATTORNEY-IN-FACT) (SEAL)  
Felicia M. Buscemi

ATTEST: Dawn Tighe  
Dawn Tighe

ATTEST: M. Winstead  
Marianne Winstead

C-2476  
City-Contractor Agreement - C-2475 - Laidlaw Transit, Inc.  
Invitation For Bid #07-38 - NPS - School Bus Transportation - Category A- In-city trans, field trips, and athletic events

CITY OF NEWTON, MASSACHUSETTS

PERFORMANCE BOND

Know All Men By These Presents:

BOND #5023324

That we, LAIDLAW TRANSIT, INC., as PRINCIPAL, and BOND SAFEGUARD INSURANCE CO., as SURETY, are held and firmly bound unto the City of Newton as Oblige, in the sum of One Million ~~Twenty-Three Thousand Three Hundred and 00/100~~ (\$ 1,023,300.00) to be paid to the Oblige, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Oblige, bearing the date of July 1, 2007, for the construction of Contract #C-2476, Newton Metco Transportation (Project Title) in Newton, Massachusetts.

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Oblige, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Oblige terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Oblige, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this 16th day of February, 2007.

PRINCIPAL

SURETY

LAIDLAW TRANSIT, INC.  
BY Gene Kowalczewski  
(SEAL) Vice President Of Operations  
(Title)

BOND SAFEGUARD INSURANCE COMPANY  
BY Felicia M. Buscemi  
(ATTORNEY-IN-FACT) (SEAL)  
Felicia M. Buscemi

ATTEST: Dawn Tighe  
Dawn Tighe

ATTEST: M. Winstead  
Marianne Winstead

City-Contractor Agreement - C-2475 - Laidlaw Transit, Inc.  
Invitation For Bid #07-38 - NPS - School Bus Transportation - Category A - In-city trans, field trips, and athletic events

POWER OF ATTORNEY  
**Bond Safeguard** INSURANCE COMPANY

AO 46114

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: Richard C. Goff, Mary Claire Goff, Felicia M. Buscemi  
\*\*\*\*\*

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surely, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

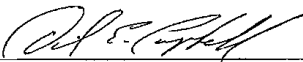
Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$1,000,000.00, One Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7<sup>th</sup> day of November, 2001.

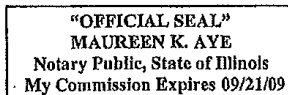


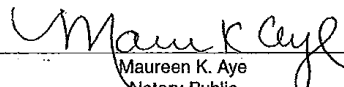
**BOND SAFEGUARD INSURANCE COMPANY**

BY   
David E. Campbell  
President

**ACKNOWLEDGEMENT**

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.




  
Maureen K. Aye  
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 16th Day of February, 2007



  
Donald D. Buchanan  
Secretary

# CITY OF NEWTON, MASSACHUSETTS

## PURCHASING DEPARTMENT

[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

Fax (617) 796-1227

February 29, 2012

## ADDENDUM #2

### INVITATION FOR BID #12-37

### NPS – SCHOOL BUS TRANSPORTATION SERVICES

THIS ADDENDUM IS TO: **RESCHEDULE THE BID OPENING DATE TO:**

**BID OPENING DATE:            MARCH 6, 2012 AT 10:00 A.M.**

All other terms and conditions of this bid remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.**

Thank you.

*Purchasing Department*

# CITY OF NEWTON, MASSACHUSETTS

## PURCHASING DEPARTMENT

[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

Fax (617) 796-1227

March 2, 2012

### ADDENDUM #3

#### INVITATION FOR BID #12-37

#### NPS – SCHOOL BUS TRANSPORTATION SERVICES

THIS ADDENDUM IS TO: **Answer the following questions/items:**

Q1. I am confused by the Prevailing Wage Rate response. The Union contract wage rates takes precedents, I do not understand the State's position. First Student will be required to bid a higher wage rate than another bidder, because we have to pay our drivers per Union contract( which is what the prevailing wage rates in . . MA is based on). This will put First Student at a distinct disadvantage.

**A1. To the extent this is a question, under state law, G.L. c. 71, §7A, the prevailing wage rate for this contract is the prevailing wage rate issued by the Department of Labor Standards at the time of bid advertisement or invitation, and that rate continues as the minimum wage rate in effect for the entire term of the contract. That rate - which is still current and in effect as of today's date - is \$24.58 (school bus driver hourly wage rate) and it is the minimum wage rate which may be paid under this contract. If any bidder is obligated under its own contract with its school bus drivers to pay a higher rate than the minimum of \$24.58, that bidder will need to factor in the difference in preparing its bid.**

Q2. Also, the hours of operations on each route within Newton is not 4 hours. Even if you took out the Arbitrator/Union mandate that we pay more hours than required, the average hours are 5.22 hours, as compared to what we are required to pay, which is 5.97 hours per person, on an average. The actual time with Students "on the bus LIVE TIME", may be 4 hours, but at least half the routes have buses waiting in between one school and another, until the next school is ready to be picked up, which drivers get paid for even though students are not on the bus. If a competitive company reads your 4 hours, and not what is actually paid, again First Student is at a competitive disadvantage.

**A2. To the extent that this is a question, the 4 hours of operation time by route accounts for actual time that students or monitors are on the buses and does not account for time between routes ("interval time"). Please refer to the Statement of Work, paragraphs 5.1.1 and 5.1.5 on page 45 of this bid. Daily school bus routes, both mornings and afternoons, are posted in Appendix A. Each bidder will need to factor in interval time and actual run time to determine the number of hours to pay their drivers.**

Q3. As for requiring any contracts outside MASS to be included in the Bid, we have 60,000 buses throughout USA and Canada. We would not be able to give you every contract location by Friday, 2 March 2012. What do you want from us? How about contracts the size of Newton, in our Region of MA, RI, CT? Would that due?

**A3. No. As this bid indicates, we are asking each bidder to supply a list of all current contracts for school bus transportation services, with contract amount and anticipated date of completion for each contract listed. We are not asking for copies of each contract.**

All other terms and conditions of this bid remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.**

Thank you.  
*Purchasing Department*